

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA,  
CHARLESTON DIVISION, DORCHESTER COUNTY**

UNITED STATES OF AMERICA,	)	Case No: 2:24-cv-04567-DCN
	)	
	)	
	)	
Plaintiff,	)	
vs.	)	
NICKY N. PARKER,	)	<b>COMPLAINT</b>
	)	<b>CLAIM FOR A DEBT</b>
	)	(NON-JURY)
Defendant.	)	
<hr style="width: 100%; border: 0.5px solid black;"/>	)	

NOW COMES Plaintiff, the United States of America, on behalf of its agency the Small Business Association alleges that:

**JURISDICTION AND VENUE**

1. This breach of contract action to collect an indebtedness is brought by the United States of America on behalf of the Small Business Administration (“SBA”). The Court has jurisdiction over the subject matter of this action pursuant to Article III Section 2, U. S. Constitution, 28 U.S.C. §1345 and 28 U.S.C. §3001.

2. Venue is proper under 28 U.S.C. §1345 in that defendant, Nicky N. Parker, is a resident of Dorchester County, South Carolina within the jurisdiction of this Court and may be served with process at 214 Germantown, Summerville, SC 29483.

3. The United States Small Business Administration is the holder of a promissory note that evidences the loan that is the subject of this litigation. The due and owing debt was referred to the US Department of Treasury’s Bureau of Fiscal Service for collection in accordance with the Debt Collection Improvement Act of 1996 (31 U.S.C. §3701, et seq.) and ultimately referred to the United States Department of Justice for enforced collection.

### STATEMENT OF CLAIM

4. Paragraphs 1-3 of the Complaint are hereby realleged as if fully rewritten herein.
5. On or about November 21, 2016, Defendant Nicky N. Parker executed and delivered a Note and Loan Authorization and Agreement (“Note”) to SBA in the amount of \$13,100.00 with interest accruing at the rate of 1.563% per annum. A copy of the Note as described herein is attached hereto and made a part hereof as Exhibit “A”.
6. On August 21, 2018, Defendant Nicky N. Parker became delinquent on the obligation with a principal balance due of \$12,346.86.
7. Plaintiff is the current owner of the Note.
8. SBA referred the debt to Treasury for collection on March 5, 2019.
9. Since March 5, 2019 fifteen (15) payments were received, which reduced the principal amount due to \$2,638.01.
10. No further payments have been received by Plaintiff and the principal amount due remains \$2,638.01.
11. Plaintiff has demanded payment from the Defendant, but payment has not been made.
12. Plaintiff does not have a security interest in the real property described in the Note.
13. After applying all payments and proceeds received, Defendant is indebted to the United States of America in the sum of \$3,672.41 inclusive of applicable fees, interest and penalties as listed on the Certificate of Indebtedness attached hereto as Exhibit “B”.
14. Plaintiff declares the full amount payable under the note to be due.

WHEREFORE, Plaintiff, the United States of America, on behalf of the Small Business Administration, respectfully prays for judgment against Defendant as follows:

- a. For the total amount of \$3,672.41;
- b. Statutory post-judgment interest pursuant to 28 U.S.C. § 1961;
- c. An amount equal to the filing fee prescribed in 28 U.S.C. §1914 (a) pursuant to 28 U.S.C. § 2412 (a) (2);
- d. Any additional attorney's fees and costs incurred in this action; and
- e. For such other relief as the Court deems just and proper.

Date: August 20, 2024

Respectfully submitted,

By: /s/Eric Hale  
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